

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

SIEMENS MEDICAL SOLUTIONS  
HEALTH SERVICES CORPORATION,  
formerly known as SHARED  
MEDICAL SYSTEMS CORP.

Plaintiff

v.

PRESBYTERIAN COMMUNITY  
HOSPITAL, INC.

Defendant

CIVIL NO. 97-2175 (JAG)

ACTION FOR BREACH OF CONTRACT

**STIPULATION**

TO THE HONORABLE JAY A. GARCÍA GREGORY  
UNITED STATES DISTRICT JUDGE:

COME NOW Plaintiff Siemens Medical Solutions Health Services Corporation, formerly known as Shared Medical Systems Corp. ("SMS"), and Defendant Presbyterian Community Hospital, Inc. ("Ashford"), and through their undersigned counsel respectfully state and pray as follows:

1. On September 11, 2002, a judgment was entered in favor of SMS in this case in the amount of \$575,000.00 (the "Judgment"). On November 26, 2002, this Honorable Court granted SMS a total of \$5,414.30 in costs.

2. Ashford appealed the Judgment at the First Circuit Court of Appeals, Case No. 03-1121.

3. After analyzing the particular circumstances of fact and of law present in this case, and in order to avoid any further

legal expenses, the inconveniences and uncertainties involved in disposing of this controversy through the appeal, the parties considered it appropriate and advantageous to enter into this Stipulation.

4. Now, therefore, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

A. Ashford will pay to SMS the total amount of the Judgment, that is, FIVE HUNDRED AND SEVENTY FIVE THOUSAND DOLLARS (\$575,000.00), plus post-judgment interest calculated at 1.70 percent per annum, as provided in 28 U.S.C. Sec. 1961(a), from the date of the entry of the Judgment until August 31, 2004, totaling NINETEEN THOUSAND TWO HUNDRED AND SEVENTY EIGHT THOUSAND DOLLARS AND FORTY SEVEN CENTS (\$19,278.47), plus the total amount awarded by the Court in costs, that is, FIVE THOUSAND FOUR HUNDRED AND FOURTEEN DOLLARS WITH THIRTY CENTS (\$5,414.30), in full and final payment for the Judgment, in eighteen (18) monthly payments, commencing on September 20, 2004 until February 20, 2006. Ashford will pay additional interest at a rate of 1.70 percent per annum on the principal owed during the first six (6) months of the agreed payment plan. Based on the above, both parties agree that the exact amounts of the eighteen (18) monthly payments to be made by Ashford to SMS are the following:

1. \$34,146.62, due on September 20, 2004.
2. \$34,100.49, due on October 20, 2004.
3. \$34,054.36, due on November 20, 2004.

4. \$34,008.23, due on December 20, 2004.
5. \$33,962.10, due on January 20, 2005.
6. \$33,915.97, due on February 20, 2005.
7. \$33,316.26, due on March 20, 2005.
8. \$33,316.26, due on April 20, 2005.
9. \$33,316.26, due on May 20, 2005.
10. \$33,316.26, due on June 20, 2005.
11. \$33,316.26, due on July 20, 2005.
12. \$33,316.26, due on August 20, 2005.
13. \$33,316.26, due on September 20, 2005.
14. \$33,316.26, due on October 20, 2005.
15. \$33,316.26, due on November 20, 2005.
16. \$33,316.26, due on December 20, 2005.
17. \$33,316.26, due on January 20, 2006.
18. \$33,316.34, due on February 20, 2006.

B. Should Ashford fail to comply with any of the payment obligations set forth in Paragraph 4(A) of this Stipulation, such payments will accrue an interest of 1.70 percent per annum until such payment is made. Furthermore, should Ashford fail to comply with any of the payment obligations set forth in Paragraph 4(A) of this Stipulation, Ashford expressly agrees that it will not oppose or object to the issuance of an immediate order of attachment by this Honorable Court or any other court with jurisdiction to secure payment of any and all amounts then outstanding pursuant to the terms and conditions of this Stipulation, except insofar as Ashford

can evidence that payment therefor has already been made. The parties stipulate and agree that the only defense that may be opposed to any request for an order of attachment pursuant to this paragraph will be evidence of payment of the amounts set forth in Paragraph 4(A) of this Stipulation.

C. Ashford will file today a notice of voluntary dismissal with prejudice of the appeal. The Judgment shall become final and unappealable.

D. In consideration hereof, SMS, for itself and its parents, subsidiaries, affiliates, privies, agents, representatives, officers, directors, shareholders, employees, predecessors, successors and assigns, hereby releases, discharges, disclaims, compromises, settles, and resolves any and all debts from, liabilities of, or claims or any sort of nature arising from this case, in law or equity that it may now have or may ever have had against Ashford, or any of its parents, subsidiaries, affiliates, privies, agents, representatives, predecessors, successors, or assigns from the beginning of the world to the date of this Stipulation, including but not limited to, claims asserted or that could have been asserted in the case of Siemens Medical Solutions Health Services Corporation, formerly known as Shared Medical Systems Corp. v. Presbyterian Community Hospital, Civil No. 97-2175 (JAG), at the United States District Court for Puerto Rico.

E. Furthermore, Ashford, for itself and its parents, subsidiaries, affiliates, privies, agents, representatives,

officers, directors, shareholders, employees, predecessors, successors and assigns, hereby releases, discharges, disclaims, compromises, settles, and resolves any and all debts from, liabilities of, or claims or any sort of nature arising from this case, in law or equity that it may now have or may ever have had against SMS, or any of its parents, subsidiaries, affiliates, privies, agents, representatives, predecessors, successors, or assigns from the beginning of the world to the date of this Stipulation, including but not limited to, claims asserted or that could have been asserted in the case of Siemens Medical Solutions Health Services Corporation, formerly known as Shared Medical Systems Corp. v. Presbyterian Community Hospital, Civil No. 97-2175 (JAG), at the United States District Court for Puerto Rico.

F. The parties acknowledge and agree that this Stipulation shall have a final and concluding effect between SMS and Ashford with respect to this case, and the provisions contained herein may not be annulled, modified, set aside, or ignored in any litigation, action or proceeding, unless fraud, deceit or falsehood of pertinent facts is proven.

G. The rights and obligations of the parties under this Stipulation shall benefit and bind the parties' successors.

H. No special assessment of costs and attorney's fees as between SMS and Ashford shall result from this Stipulation.

I. This Stipulation may not be waived, renounced, altered, amended, modified or revoked, except in writing, which writing

shall specifically refer to this Stipulation and indicate the express intention of altering, waiving, renouncing, amending, modifying or revoking the same, and shall be signed by, or on behalf of SMS and Ashford.

J. If a court or other competent forum should declare null or invalid any provision of this Stipulation, such declaration shall not affect the validity of the other parts, terms and provisions of the Stipulation, or the Stipulation itself, and the part, term or provision that is declared null or invalid shall not be considered a part of this Stipulation.

K. SMS and Ashford recognize and stipulate having been counseled by their respective attorneys in the negotiations of this Stipulation and having cautiously read and understood all of the terms of this Stipulation and hereby execute the Stipulation freely and voluntarily.

L. This Stipulation contains the totality of the representations made and the totality of the terms, conditions, agreements, stipulations and releases agreed to between the parties.

M. This Stipulation may be executed in two or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

N. In light of the foregoing, SMS and Ashford respectfully request that this Honorable Court approve the instant Stipulation and enter a judgment incorporating the terms and conditions included in the same, without the imposition of costs and

attorney's fees to any of the parties.

WHEREFORE, Plaintiff Siemens Medical Solutions Health Services Corporation, formerly known as Shared Medical Systems Corp., and Defendant Presbyterian Community Hospital, Inc. respectfully request that this Honorable Court approve the instant Stipulation and enter a judgment incorporating the terms and conditions included in the same, without the imposition of costs and attorney's fees to any of the parties.

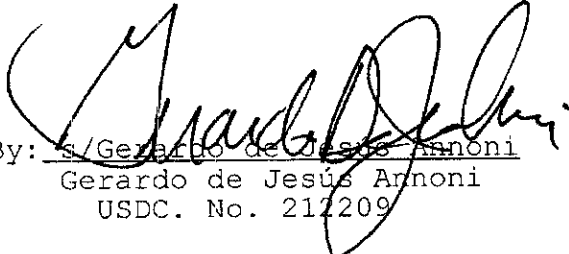
RESPECTFULLY SUBMITTED.


In San Juan, Puerto Rico, this 3<sup>rd</sup> day of September, 2004.

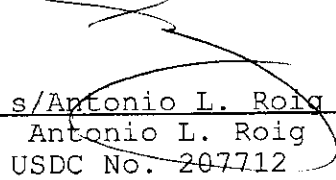
IT IS HEREBY CERTIFIED that on September 3, 2004, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to Pedro Pierluisi, Esq. pierluis@oneillborges.com and Antonio Roig, Esq. roig@oneillborges.com.

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